

4

# Insurance

Facility Use Agreement and Certificate of Insurance  
January 2005

Set the meeting date with consideration for the timeframe needed to process the facility use agreement and obtain the insurance certificate. Not all meeting facilities require this paperwork, such as many municipal facilities, Chapter Houses, and other governmental facilities, with the exception of schools. Most schools require a facility use agreement and certificate of insurance.

**Do not advertise the meeting or send out notices to a mailing list until the facility use agreement is signed and the agreement and the request for insurance form are on the way to DOA Risk Management.**

If a school is being considered as the meeting facility, allow time for holiday breaks, such as Christmas and spring break when the school may be closed, as well as summer vacation when school is out.

The Maricopa County Community Colleges and a few schools have an insurance agreement with ADOA and do not require the insurance certificate. They still require a signed facility use agreement.

If using a non-tribal leased facility on Tribal land (such as Scottsdale Community College), authorization will probably be required from the tribe as well as authorization from the leased facility. Ask the leased facility whom to contact to obtain the paperwork for tribal authorization.

A timeframe of 5 days is noted for the facility to return the signed facility use agreement. However, if the facility does not agree with the wording, there may be a longer timeframe.

1. If needed, fill out a facility room reservation form to reserve the room  
Note: Read the reservation agreement for indemnity/"hold harmless" wording before signing.  
Do not sign if the wording is present.
2. Obtain the complete blank facility usage agreement.
  - a. Do not sign the agreement
  - b. If agreement is faxed, ask if there are any conditions on the back of the original or if conditions are on a second page, and if they were faxed as well
  - c. Ask who is authorized to sign the agreement for the school.
  - d. Obtain the name, phone number, address, position title and organization of the authorized person
3. Send the unsigned complete facility use agreement, authorized signatory's name, phone number, address, etc. information to ADOT Risk Management as soon as the agreement and information are obtained (2 working days)

4. ADOT Risk Management will review the facility use agreement (3 working days)

4a. Unacceptable agreement language (indemnity/hold harmless)

If language is not appropriate, ADOT Risk Management will delete the language and provide an addendum with replacement language

ADOT Risk Management will send the agreement and addendum to the authorized signatory for his/her signature on the addendum and initials on the crossed out agreement language with a request for signature within 5 working days

Authorized signatory will return signed agreement (5 working days)

4b. Acceptable agreement language

If language is acceptable, ADOT Risk Management will return the unsigned agreement to EEG for signatures.

EEG will sign the agreement and send it to the authorized signatory for his/her signature with a request for signature within 5 working days (2 working days)

Authorized signatory will return signed agreement (5 working days)

EEG sends signed agreement to ADOT Risk Management (2 working days)

5. ADOT Risk Management sends facility use agreement and request for insurance certificate to ADOA Risk Management (3 working days)

Note: Advertisement may now begin. (15 calendar days)

6. ADOA Risk Management issues insurance certificate (10 working days)



STATE OF ARIZONA  
REQUEST FOR  
CERTIFICATE OF INSURANCE

REQUESTING STATE AGENCY/DEPARTMENT NAME: \_\_\_\_\_

STATE AGENCY DIVISION: \_\_\_\_\_

AGENCY ADDRESS: \_\_\_\_\_

AGENCY REPRESENTATIVE: \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

(TYPE OR PRINT)

Agency Representative receives a copy of certificate.

INDICATE THE COVERAGE(S) REQUESTED:

COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF COVERAGE
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY			\$
<input type="checkbox"/> COMMERCIAL AUTO LIABILITY			\$
<input type="checkbox"/> WORKERS' COMPENSATION			\$ STATUTORY
<input type="checkbox"/> PROFESSIONAL LIABILITY			\$ EACH CLAIM
<input type="checkbox"/> ALL RISK REAL PROPERTY: REPLACEMENT COST			\$
<input type="checkbox"/> ALL RISK PERSONAL PROPERTY: ACTUAL CASH VALUE			\$
<input type="checkbox"/> OTHER:			\$

DESCRIPTION OF EVENT/PROPERTY/CONTRACT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

ISSUE TO:

CERTIFICATE HOLDER: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

CERTIFICATE TO BE SENT DIRECTLY TO:

☐ Certificate Holder ☐ Agency Representative ☐ Other \_\_\_\_\_

RETURN REQUEST FORM 10 WORKING DAYS PRIOR  
TO EFFECTIVE DATE OF CERTIFICATE TO:

Department of Administration  
Risk Management Division  
1818 West Adams  
Phoenix, Arizona 85007  
(602) 542-5185

This request complies with Special Instructions on reverse side

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

Example: ADOT Risk Management will process



**Arizona Department of Transportation  
Transportation Services Group**

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet A. Napolitano  
Governor

Victor M. Mendez  
Director

ADOT Office of Risk Management  
ORG 1300 MD 030P 602.712 7327 Fax 602 712.6545  
1324 N. 22<sup>nd</sup> Ave., Phoenix 85009-3715

John A. Bogert  
Chief of Staff

TO:

RE:

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**AGREEMENT ADDENDUM**

The insurance language as stated as part of the School Districts Facility Use Agreement shall be deleted as shown on the agreement and replaced by the following accepted language:

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

\_\_\_\_\_  
Printed Name of Authorized  
Representative

\_\_\_\_\_  
Signed Name of Authorized  
Representative

\_\_\_\_\_  
Date

Example: ADOT Risk Management will provide



2001 Award Recipient



# Arizona Department of Transportation Transportation Services Group

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet A. Napolitano  
Governor

Victor M. Mendez  
Director

ADOT Office of Risk Management  
ORG 1300 MD 030P 602.712.7327 Fax 602.712.6545  
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\_\_\_\_\_  
Printed Name of Authorized  
Representative (MCCCD)

\_\_\_\_\_  
Signed Name of Authorized  
Representative (MCCCD)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized  
Representative (ADOT)

\_\_\_\_\_  
Signed Name of Authorized  
Representative (ADOT)

\_\_\_\_\_  
Date

Example: ADOT RTisk Management will provide



2001 Award Recipient